



PEDRO FALCON CONTRACTORS, INC.

31160 Avenue C, Big Pine Key, FL 33043-4516
(305) 872-2200 - Fax (305) 872-2219
EC 13003416 / CGC 1507617
www.pedrofalcon.com

Response to

CITY OF KEY WEST

ITB #18-010

REBID:

TRANSIENT RESTROOM/DOCKMASTER

BUILDING

CITY MARINA AT GARRISON BIGHT

FEBRUARY 14, 2018



PART 1

PROCUREMENT REQUIREMENTS

INVITATION TO BID

Sealed Bids for City of Key West (CITY) “**ITB #18-010 REBID: TRANSIENT RESTROOMS / DOCKMASTER BUILDING,**” addressed to the City of Key West, will be received at the office of the City Clerk, 1300 White Street, Key West, Florida until **3:00 p.m.**, local time, on the **14th** day of **FEBRUARY 2018**, and then will be publicly opened and read. Any bids received after the time and date specified will not be considered.

Please submit one (1) original bid package and two (2) electronic copies on USB drives with a single PDF file of the entire bid package. Bid package shall be enclosed in a sealed envelope, clearly marked on the outside “**ITB #18-010 REBID: TRANSIENT RESTROOMS / DOCKMASTER BUILDING – CITY MARINA at GARRISON BIGHT**” addressed and delivered to the City Clerk at the address noted above.

The CITY is seeking BIDS from qualified individuals or firms for a project consisting of construction and permitting of a new Dockmaster building with transient restrooms and laundry facility and maintenance shop located at the City Marina at Garrison Bight. All improvements must meet requirements of the Florida Building Code, current edition, the Boating Infrastructure Grant (BIG), and must be constructed to meet Florida Green Building Coalition (FGBC) certification.

The full Invitation to Bid may be obtained from Demand Star by Onvia and The City of Key West website. Please contact Demand Star at www.demandstar.com or call 1-800-711-1712 or www.cityofkeywest-fl.gov

Each Bid must be submitted on the prescribed form. The Contractor shall be a licensed contractor by the State of Florida and submit proof of such with the Bid.

A MANDATORY PRE-BID BE HELD AT THE CITY MARINA AT GARRISON BIGHT, 1801 N ROOSEVELT BLVD., KEY WEST, FL 33040 ON JANUARY 31, 2018 @ 2:30PM

EACH BID MUST BE SUBMITTED ON THE PRESCRIBED FORM AND ACCOMPANIED BY BID SECURITY AS PRESCRIBED IN THE INSTRUCTIONS TO BIDDERS, PAYABLE TO THE CITY OF KEY WEST, FLORIDA, IN AN AMOUNT NOT LESS THAN FIVE (5) PERCENT OF THE AMOUNT BID.

The Bidder shall furnish documentation showing that they are in compliance with the licensing requirements of the State and the provisions of Chapter 66 Section 87 of the Code of Ordinances of the City of Key West; within 10 days the following the Notice of Award and must demonstrate that he holds at a minimum, the following licenses & certificates;

- A. City of Key West License, as defined in Code of Ordinances, Chapter 66, enabling the Contractor to perform the work stated herein.
- B. City of Key West Business Tax License Receipt

THE BIDDER SHALL BE A LICENSED CONTRACTOR BY THE STATE OF FLORIDA AND SUBMIT PROOF OF SUCH WITH THE BID.

All insurance contracts and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or Insurance Company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

Before a Contract will be awarded for the work contemplated herein, the CITY will conduct such investigation as is necessary to determine the performance record and ability of the apparent low Bidder to perform the size and type of work specified under this Contract. Upon request, the Bidder shall submit such information as deemed necessary by the CITY to evaluate the Bidder's qualifications.

The CITY hereby notifies all Bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, gender, religion, age, disability, marital status or national origin in consideration for this award.

For information concerning the proposed work please contact Karen Olson, Deputy Director Port and Marine Services by email at kolson@cityofkeywest-fl.gov. Verbal communications, per the City's "Cone of Silence" ordinance are not allowed.

As stated above at the time of the BID submittal the Bidder must provide satisfactory documentation of State Licenses. The Bidder shall furnish documentation showing that he is in compliance with the licensing requirements of County, and City licenses as would be required within ten days of the award. The successful Bidder must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Proposal in question. The CITY may reject BID for any and/or all of the following reasons: (1) for budgetary reasons, (2) if the proposer misstates or conceals a material fact in its bid, (3) if the proposal does not strictly conform to the law or is non-responsive to the bid requirements, (4) if the proposal is conditional, or (5) if a change of circumstances occurs making the purpose of the proposal unnecessary to the CITY. (6) if such rejection is in the best interest of the CITY. The CITY may also waive any minor formalities or irregularities in any proposal.

The CITY retains the right to award bid to the bidder that best meet the needs of the City.

* * * * *

INSTRUCTIONS TO BIDDERS

1. CONTRACT DOCUMENTS

A. FORMAT

The Contract Documents are divided into parts, divisions, and sections for convenient organization and reference. Generally, there has been no attempt to divide the Specification sections into work performed by the various building trades, work by separate subcontractors, or work required for separate facilities in the Project.

B. DOCUMENT INTERPRETATION

Separate sections contained within these Contract Documents are intended to be mutually cooperative and provide all details reasonably required for the execution of proposed work.

Should there be any doubt as to the meaning or intent of said Contract Documents, the Bidder should request of the Deputy Port and Marine Services Director, in writing (**at least 8 calendar days prior to Bid opening**) an interpretation thereof. Any interpretation or change in said Contract Documents will be made only in writing in the form of Addenda to the Documents, which will be furnished to all registered holders of Contract Documents. Bidders shall submit with their Bids, or indicate receipt of all Addenda. The Owner will not be responsible for any other explanation or interpretations of said Documents.

The intent of these Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for.

C. DRAWINGS

Full set of Bid Documents (Drawings) are provided with this Invitation to Bid.

2. SCOPE OF SERVICES

A general description of the work to be done is contained in the Scope of Services section.

3. REQUIRED QUALIFICATIONS

The prospective Proposers must meet the statutorily prescribed requirements before award of Contract by the CITY. Proposers must hold or obtain all licenses and/or certificates as required by the State and Local Statutes in order to bid and perform the work specified herein. Additionally all proposers must meet the minimum qualifications as described in Required Qualifications section.

4. BIDDER'S UNDERSTANDING

Each Proposer must inform himself of the conditions relating to the execution of the work and make himself thoroughly familiar with all the Contract Documents. Failure to do so will not relieve the successful Proposer of his obligation to enter into a Contract and complete the contemplated work in strict accordance with the Contract Documents.

Each Proposer shall inform himself of, and the Proposer awarded a Contract shall comply with, federal, state, and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, applicable regulations concerning minimum wage rates, nondiscrimination in the employment of labor, protection of public and employee safety and health, environmental protection, the protection of natural resources, fire protection, permits, fees, and similar subjects.

5. TYPE OF BID

LUMP SUM

The Proposal for the work is to be submitted on a lump sum basis. All items required to complete the work specified or shown on the Drawings but not included in the Proposal shall be considered incidental to those set forth in the Proposal. Payment to the Contractor will be made on the measurement of the work actually performed by the Contractor, as specified in the Contract Documents.

The Bidder further proposes to accept as full payment for the Work proposed herein, the amounts computed under the provisions of the Contract Documents and based on the following lump sum amounts. The Bidder agrees that the lump sums include all allowances for overhead and profit for each type and unit of work called for in these Contract Documents.

6. PREPARATION OF BIDS

A. GENERAL

All blank spaces in the BID form must be filled in for all schedules and associated parts, as required, preferably in BLACK INK. All price information shall be clearly shown in both words and figures where required. No changes shall be made in the phraseology of the forms. Written amounts shall govern in case of discrepancy between the amounts stated in writing and the amounts stated in figures. In case of discrepancy between unit prices and extended totals, unit prices shall prevail.

Any BID shall be deemed informal which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or in which any of the prices are obviously unbalanced, or which in any manner shall fail to conform to the conditions of the published Invitation to BID.

Only one BID from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the Owner that any Bidder is interested in more than one BID for work contemplated; all Bids in which such Bidder is interested will be rejected.

B. SIGNATURE

The Bidder shall sign his BID in the blank space provided therefor. If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign Contracts on behalf of the corporation. If Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign Contracts in behalf of the partnership. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a notarized power-of-attorney must be on file with the Owner prior to opening of Bids or submitted with the Bid otherwise the Bid will be regarded as not properly authorized.

C. SPECIAL BIDDING REQUIREMENTS

The Bidder's attention is brought to the hiring practices and licenses and permits of the City of Key West. These are defined in the addition to Article 39, ORDINANCES, PERMITS, AND LICENSES, as set forth in the Supplementary Conditions.

The Bidder shall submit with his Bid his experience record showing his experience and expertise in site construction and related work. Such experience record shall provide at least five current or recent projects of similar work, not more than 5 years old within the State Florida and preferably Monroe County. For each project the following information shall be provided:

1. Description and location of work.
2. Contract amount.
3. Dates work was performed.
4. Owner.
5. Name of Owner's contact person and phone number.
6. Engineer.
7. Name of Engineer's contact person and phone number.

The bidder shall submit with his bid a list of items to be performed by his own labor and that performed by subcontractors or others.

D. ATTACHMENTS

Bidder shall complete and submit the following forms with his bid:

1. Anti-Kickback Affidavit
2. Public Entity Crimes Form
3. City of Key West Indemnification Form
4. Equal Benefits for Domestic Partners Affidavit
5. Cone of Silence Affidavit

6. Local Vender Certification
7. Grant Requirements

E. CITY OF KEY WEST LICENSE REQUIRED

Contractor is required to have a Certified or Registered General Contractors City of Key West license. License fees not to exceed \$410.00. License shall be obtained within ten (10) days of Notice of Award.

7. STATE AND LOCAL SALES AND USE TAXES

Unless the Supplementary Conditions contains a statement that the CITY is exempt from state sales tax on materials incorporated into the work due to the qualification of the work under this Contract, all state and local sales and use taxes as required by the laws and statutes of the state and its political subdivisions shall be paid by the Contractor. Prices quoted in the Bid shall include all nonexempt sales and use taxes, unless provision is made in the Bid form to separately itemize the tax.

8. SUBMISSION OF BID

All BIDS must be submitted no later than the time prescribed, at the place, and in the manner set forth in the Invitation to Bid. Bids must be made on the Bid forms provided herewith **submit one (1) ORIGINAL bid package and two (2) FLASH DRIVES containing a single PDF file of the entire bid package.**

Each Bid must be submitted in a sealed envelope, so marked as to indicate the Bidder's name and its contents without being opened, and addressed in conformance with the instructions in the Invitation to Bid.

9. MODIFICATION OR WITHDRAWAL OF BID

Prior to the time and date designated for receipt of Bids, any Bid submitted may be withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by telegram. If by telegram, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids. No Bid may be withdrawn after the time scheduled for opening of Bids unless the time specified in paragraph AWARD OF CONTRACT of these Instructions to Bidders shall have elapsed.

10. BID SECURITY

BIDS must be accompanied by cash, a certified check, or cashier's check drawn on a bank in good standing, or a bid bond issued by a Surety authorized to issue such bonds in the state where the work is located, in the amount of five (5) percent of the total amount of the Proposal submitted. This bid security shall be given as a guarantee that the Bidder will not withdraw his BID for a period of sixty (60) days after bid opening, and that if awarded the Contract, the successful Bidder will execute the attached Contract and furnish properly executed Performance and Payment Bonds, each in the full amount of the Contract price within the time specified. Agent and Surety phone numbers must be provided.

The Attorney-in-Fact who executes this bond in behalf of the Surety must attach a notarized

copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. Where State Statute requires, certification by a resident agent shall also be provided.

If the Bidder elects to furnish a Bid Bond, he shall use the Bid Bond form bound herewith, or one conforming substantially thereto in form and content.

11. RETURN OF BID SECURITY

Within 15 days after the award of the Contract, the CITY will return the bid securities to all Bidders whose BIDS are not to be further considered in awarding the Contract. Retained bid securities will be held until the Contract has been finally executed, after which all bid securities, other than Bidders' bonds and any guarantees, which have been forfeited, will be returned to the respective Bidders whose Proposals they accompanied.

12. AWARD OF CONTRACT

The Award will be made under one Contract by the Owner on the basis of the Bid from the lowest, responsive, responsible Bidder. The Owner may award entire Bid or selected line items based on the CITY's best interest and available funds a time of Award.

Within 90 calendar days after the opening of Bids, the Owner will accept one of the Bids or will act in accordance with the following paragraphs. The acceptance of the Bid will be by written notice of award, mailed to the office designated in the Bid, or delivered to the Bidder's representative. In the event of failure of the lowest responsive, responsible Bidder to sign the Contract and provide an acceptable Performance Bond, Payment Bond, insurance certificate(s) and evidence of holding required licenses and certificates, the Owner may award the Contract to the next lowest responsive, responsible Bidder. Such award, if made, will be made within 120 days after the opening of Bids. Bidders will guarantee their Bid price(s) for up to 120 calendar days after Bid opening.

The CITY reserves the right to accept or reject any or all Bids and to waive any formalities and irregularities in said Bids.

13. BASIS OF AWARD

The award will be made by the Owner on the basis of the BID from the lowest, responsive, responsible BIDDER which, in the Owner's sole and absolute judgment will best serve the interest of the Owner. THE TOTAL OF BASE BID PLUS THE SUM OF OWNER SELECTED BID ALTERNATES WILL BE THE BASIS OF EVALUATING LOW BIDDER.

14. EXECUTION OF CONTRACT

The successful Bidder shall, within 10 working days after receiving Notice of Award, sign and deliver to the Owner a Contract in the form hereto attached together with the insurance certificate examples of the bonds as required in the Contract Documents and evidence of holding required licenses and certificates. Within 10 working days after receiving the

signed Contract from the successful Bidder, the Owner's authorized agent will sign the Contract. Signature by both parties constitutes execution of the Contract.

15. CONTRACT BONDS

A. PERFORMANCE AND PAYMENT BONDS

The successful Bidder shall file with the CITY, at the time of delivery of the signed Contract, a Performance Bond and Payment Bond on the form bound herewith, each in the full amount of the Contract price in accordance with the requirements of Florida Statutes Section 255.05 or 713.23, as applicable, as security for the faithful performance of the Contract and the payment of all persons supplying labor and materials for the construction of the work, and to cover all guarantees against defective workmanship or materials, or both, during the warranty period following the date of final acceptance of the work by the CITY. The Surety furnishing this bond shall have a sound financial standing and a record of service satisfactory to the CITY, shall be authorized to do business in the State of Florida, and shall be listed on the current U.S. Department of Treasury Circular Number 570, or amendments thereto in the Federal Register, of acceptable Sureties for federal projects. The CONTRACTOR shall supply the OWNER with phone numbers, addresses, and contacts for the Surety and their agents. Pursuant to Section 255.05(7), Florida Statutes, in lieu of the bond required by law, the contractor may file with the city an alternative form of security in the form of cash, a money order, a certified check, a cashier's check or an irrevocable letter of credit.

B. POWER-OF-ATTORNEY

The Attorney-in-Fact (Resident Agent) who executes this Performance and Payment Bond in behalf of the Surety must attach a notarized copy of his power-of-attorney as evidence of his authority to bind the Surety on the date of execution of the bond. All Contracts, Performance and Payment Bonds, and respective powers-of-attorney will have the same date.

16. FAILURE TO EXECUTE CONTRACT AND FURNISH BOND

The Bidder who has a Contract awarded to him and who fails to promptly and properly execute the Contract or furnish the required Bonds shall forfeit the bid security that accompanied his bid, and the bid security shall be retained as liquidated damages by the CITY, and it is agreed that this said sum is a fair estimate of the amount of damages the CITY will sustain in case the Bidder fails to enter into a Contract or furnish the required Bonds. Bid security deposited in the form of cash, a certified check, or cashier's check shall be subject to the same requirement as a Bid Bond.

17. TIME OF COMPLETION

The time of completion of the work to be performed under this Contract is the essence of the Contract. Delays and extensions of time may only be allowed in accordance with the

provisions stated in the General Conditions. Time allowed for completion of the work authorized is stated in Bid.

When the Contractor receives a Notice to Proceed, he shall commence work as soon as possible and shall complete all work within the number of calendar days stipulated in the Contract.

The term of this contract will be **three-hundred (300)** calendar days.

18. PUBLIC RECORDS REQUIREMENTS

In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the contractor to comply with public records laws, specifically to (a) keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service; (b) provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency. If a contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

19. PERMITS AND FEES

The Bidder awarded this project shall procure and pay all permits and licenses, charges, and fees, and give notices necessary and incidental to the due and lawful prosecution of the work, the cost of which shall be included in the fee received for the work, except where separately agreed.

20. BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Bid.

21. ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. ¹_____, _____, _____. Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

22. SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated lump sum for the work.

* * * * *



PORT & MARINE SERVICES

201 William Street
Key West, FL 33040

ADDENDUM NO. 1

**REBID: TRANSIENT RESTROOM/ DOCKMASTER BUILDING
CITY MARINA at GARRISON BIGHT
ITB #18-010**

The information contained in this Addendum adds information to be included in the Bid and is hereby made a part of the Contract Documents. The referenced bid package is hereby addended in accordance with the following items:

QUESTIONS and CLARIFICATIONS

1. Please advise if there are details forthcoming for the pre-finished aluminum and stainless steel cable rail assemblies (i.e.: dimensions/profiles on the posts, gauge of cabling, etc.).

See revised sheet A-5.1 attached

2. There is no roof plan. The plans call for rigid insulation to slope at 1/4" per foot. Sheet A-1.1, Enlarged Site Plan, shows the roof slopes; are we to follow those slopes to create the roof pitches?

Yes, follow sht. A-1.1, Enlarged Site Plan, for roof slopes

3. Who is responsible for the relocation of the existing oil recycling containment center?

The oil recycling containment will be relocated by the owner.

4. Will the County require a permit for the new driveway cut?

No, a Permanent Right-of-Way Permit will be required from the City.

5. What is the project cost estimate?

Project cost estimate is \$1,500,000

6. Please provide a geotechnical report.

Geotechnical Report attached.

7. Bidder's Checklist, Page 30, Item Number 11 states: "*Bid submitted intact with the volume entitled "Bidding Requirement" and "Contract Forms"..."*" If we are required to submit Part 2, Contract Forms Conditions of the Contract, what is the contractor required to complete and execute in Part 2, Contract Forms?

Revise Bidder's Checklist item #11 to read "Bid submitted intact with the volume containing the all Procurement Requirements and any forms required in Part 2, 3, 4 & 5 of the documents, one (1) original, two (2) USB drives.

8. Is Certified Payroll required?

No, certified payroll is not required.

9. Are there Davis Bacon Wages included in this contract?

No, Davis Bacon does not apply to this contract.

10. Is a Flood Elevation Certificate available?

No, there is no flood elevation certificate.

11. Page 12, Liquidated Damages states "Sundays and legal holidays shall be **excluded**...". Pages 32, 54 and 63 state they are to be "**included**". Which is correct?

Sundays and legal holidays shall be *included* in determining days in default.

12. Sheet E-3 note located in middle top of page states "Provide 24 volt transformer, video cameras with back-up.....and wireless cameras." The note does not indicate the location and quantity. Please provide the location and quantities for the new cameras?

See revised sheet A-5.1 attached

13. Sheet E-3 (in the same note) also states "... underground wire pull box @ GPS Coordinates 24336.07 N 81475.75 W...". These coordinates seem to indicate the pull box is located off property. Please provide drawings showing the exact location for this pull box?

See revised sheet A-5.1 attached

14. Contractor is responsible to maintain one (1) active driveway off Palm Avenue. Temporary closure only for final paving and striping.

15. Contractor is responsible to maintain access to boat ramp. Temporary closure only for final paving and striping.

16. Staging Area Plan attached. Note that the shoulder area between the staging area and sidewalk may also be used for staging. It will be the contractor's responsibility to restore should, if used, at no cost to the owner.

17. Florida Building Code Energy Calculations attached

18. Miami-Dade Notice of Acceptance (NOA's) attached
19. Florida Green Building Coalition (FGBC) Checklist and Guidelines attached.
20. Mandatory Pre-Bid Sign-In sheet attached.

PROCUREMENT REQUIREMENTS

1. New Bid Schedule attached.
2. Non-Collusion Affidavit attached.

SPECIFICATIONS

Section 01010 – SCOPE OF WORK


1. Contractor to provide and maintain "two" (2) unisex ADA compliant portable toilets for the duration of the project. Toilets to be emptied a minimum of twice weekly.

DRAWINGS

1. Remove and replace sheet A-5.1 with attached
2. Remove and replace sheet E-3 with attached
3. Remove and replace sheet C-2 with attached.

All other elements of the Contract and Bid documents, including the Bid Date shall remain unchanged.

All Bidders shall acknowledge receipt and acceptance of this **Addendum No. 1** by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.



Signature

PEDRO FALCON CONTRACTORS, INC.
Name of Business

BID FORMS



BID FORM

To: City of Key West, Florida

Address: 1300 White Street, Key West, Florida 33040

Project Title: **REBID: TRANSIENT RESTROOMS / DOCKMASTER BUILDING
CITY MARINA @ GARRISON BIGHT**

Project No.: ITB #18-010

Bidder's person to contact for additional information on this Bid:

Company Name: Pedro Falcon Contractors, Inc.

Contact Name & Telephone #: Christian Brisson 305-872-2200 ext 26

Email Address: cb@pedrofalcon.com

BIDDER'S DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Bid are those named herein, that this Bid is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Bid is made without any connection or collusion with any person submitting another Bid on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents, that he has personally inspected the Project, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Bid is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

The Bidder further agrees that the Owner may “non-perform” the work in the event that the low bid is in excess of available funding. Non-performance will be determined prior to Notice of Award.

The intent of the Bid Documents is to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied, whether or not specifically called for in the Contract Documents.

CONTRACT EXECUTION

The Bidder agrees that if this Bid is accepted, he will, within 10 days, not including Sundays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto, and will at that time, deliver evidence of holding required licenses and certificates, and will, to the extent of his Bid, furnish all machinery, tools, apparatus, and other means of construction and do the work and furnish all the materials necessary to complete all work as specified or indicated in the Contract Documents.

CERTIFICATES OF INSURANCE

Bidder agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in these Documents.

START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder agrees to begin work within fourteen (14) calendar days after the date of the Notice to Proceed and to fully complete all work under this contract within **three-hundred (300)** calendar days, including construction of the foundation and assembly of the structure.

LIQUIDATED DAMAGES

In the event the Bidder is awarded the Contract and fails to complete the work within the time limit or extended time limit agreed upon, as more particularly set forth in the Contract Documents, liquidated damages shall be paid to the Owner at the rate of **\$1,000.00** per day for all work awarded until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and legal holidays shall be excluded in determining days in default.

Owner will recover such liquidated damages by deducting the amount owed from the final payment or any retainage held by Owner.

ADDENDA

The Bidder hereby acknowledges that he has received Addenda No's. 1, _____, _____, _____. (Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) includes all impacts resulting from said addenda.

SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

LUMP SUM WORK ITEMS

The Bidder further proposes to accept as full payment for the Work proposed herein the amounts computed under the provisions of the Contract Documents and based on the following lump sum amounts.

The Bidder agrees that the lump sums represent a true measure of labor and materials required to perform the Work, including all allowances for overhead and profit for each type of work called for in these Contract Documents. The amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

BID SCHEDULE



BID SCHEDULE

REBID: TRANSIENT RESTROOMS / DOCKMASTER BUILDING CITY MARINA at GARRISON BIGHT

LUMP SUM BID PRICE

Bidder will complete the Work in accordance with the Contract Documents for a fixed fee price.

Pricing for each line item to be broken out into percentages as indicated.

1. Mobilization, General Conditions, Permit Fees and Demobilization

Dockmaster / Maintenance	1LS (68%)	\$ 204,446.00
Transient Restroom	1LS (32%)	\$ 96,680.00

2. Grant Requirements

Transient Restroom	1LS (100%)	\$ 1,000.00
--------------------	------------	-------------

3. Demolition (includes all labor, equipment and disposal for a complete product)

Dockmaster / Maintenance	1LS (50%)	\$ 9,843.00
Transient Restroom	1LS (50%)	\$ 9,843.00

4. Foundation (includes all labor, equipment and material for a complete product)

Dockmaster / Maintenance	1LS (68%)	\$ 99,626.00
Transient Restroom	1LS (32%)	\$ 46,883.00

5. Lift, Stairs, Decking, Railings & Building Signage (includes all labor, equipment and material for a complete product)

Dockmaster / Maintenance	1LS (50%)	\$ 28,979.00
Transient Restroom	1LS (50%)	\$ 28,979.00

6. Building Structure & Roof (includes all labor, equipment & material for a complete product)

Dockmaster / Maintenance	1LS (68%)	\$ 314,161.00
Transient Restroom	1LS (32%)	\$ 147,841.00

7. Interior Finishes (includes all labor, equipment, material and disposal for a complete product)

Dockmaster / Maintenance	1LS (68%)	\$ 93,847.00
Transient Restroom	1LS (32%)	\$ 44,164.00

8. Doors & Windows (includes all labor, equipment and material for a complete product)

Dockmaster / Maintenance 1LS (79%) \$ 101,208.00

Transient Restroom 1LS (21%) \$ 26,903.00

9. Mechanical (includes all labor, equipment and material for a complete product)

Dockmaster / Maintenance 1LS (72%) \$ 49,422.00

Transient Restroom 1LS (28%) \$ 19,219.00

10. Electrical (includes all labor, fixtures, equipment and material for a complete product)

Dockmaster / Maintenance 1LS (68%) \$ 142,515.00

Transient Restroom 1LS (32%) \$ 67,066.00

11. Plumbing (includes all labor, fixtures, equipment and material for a complete product)

Dockmaster / Maintenance 1LS (31%) \$ 30,640.00

Transient Restroom 1LS (69%) \$ 68,199.00

12. Site Work (includes all labor, equipment and material for a complete product)

Dockmaster / Maintenance 1LS (50%) \$ 72,195.00

Transient Restroom 1LS (50%) \$ 72,195.00

13. Landscaping (includes all labor, equipment and material for a complete product)

Dockmaster / Maintenance 1LS (50%) \$ 23,576.00

Transient Restroom 1LS (50%) \$ 23,576.00

14. General Allowance (only to be used with owner's written directive)

1 LS \$ **25,000**

TOTAL OF ALL EXTENDED LINE ITEMS LISTED ABOVE:

Total of BASE BID lump sum items 1 - 14 \$ 1,848,006.00

One Million Eight Hundred Forty-eight Thousand & Six Dollars & Zero Cents
(amount written in words)

BID ALTERNATES

NOTE: OWNER HAS THE RIGHT TO ACCEPT OR REJECT ANY, ALL, OR NO BID ALTERNATE ITEMS. THE TOTAL OF BASE BID PLUS THE SUM OF OWNER SELECTED BID ALTERNATES WILL BE THE BASIS OF EVALUATING LOW BIDDER AND BASIS OF AWARD.

1. Provide galvanized metal standing seam roofing on entry canopy roof in-lieu of V- crimp metal roofing. White finish as specified in section 07617 sheet A-8.

1	LS	\$ <u>1,770.00</u>
---	----	--------------------

2. Provide IPE wood decking (5/4 x 6 premium, square edge) in-lieu of 5/4 x 6 PT wood decking for the stairs and covered porch decks.

1	LS	\$ <u>19,030.00</u>
---	----	---------------------

3. Provide PT wood louver panels in-lieu of PT wood lattice panels (vertical pattern) to infill the holes for the crawl space.

1	LS	\$ <u>5,757.00</u>
---	----	--------------------

4. Reconstruct approximately 6,700sf asphalt, Sub-base and base material.

1	LS	\$ <u>43,390.00</u>
---	----	---------------------

ALLOWANCE ITEM:

1. Secondary underground electrical over specified 75'-0".

Per FOOT unit price \$ 30 /lf

The Bidder shall submit a Schedule of Values with the Proposal. It shall be broken down by Technical Specification Divisions included in the Base Bid and it shall be used as a basis for payment. The Bidder will be considered non-responsive if Schedule of Values not included in Bid package.

Payment for materials and equipment authorized by the Owner in a written Change Order but not listed in the above Proposal will be provided at the suppliers invoice plus 10 %.

SCHEDULE OF VALUES



CONTINUATION SHEET

AIA DOCUMENT G703

KW Dockmaster

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: Schedule of Values
 APPLICATION DATE: 14-Feb-18
 PERIOD TO: _____
 ARCHITECT'S PROJECT NO: _____

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)		
15	Erosion Control - Silt Fence	\$1,995.00							
16	Demolition/Disposal (Per AD-1)	\$19,686.00							
17	Site Fill/Rough Grading	\$13,866.00							
18	Concrete Sidewalks	\$12,782.00							
19	Curb	\$20,445.00							
20	Additional Curb Addendum One	\$1,711.00							
21	Asphalt Paving & Limerock Base	\$44,679.00							
22	Asphalt Patch (Palm Ave)	\$8,559.00							
23	Striping	\$5,877.00							
24	Water Service	\$4,507.00							
25	Sanitary Sewer Service	\$10,841.00							
26	Mobilization/Demobilization- Sitework	\$855.00							
27	General Conditions- Site Contractor	\$9,985.00							
28	2 x 8 Truncated Dome	\$1,643.00							
29	3 x 5 Truncated Dome								

CONTINUATION SHEET

AIA DOCUMENT G703

KW Dockmaster

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: Schedule of Values
 APPLICATION DATE: 14-Feb-18
 PERIOD TO: _____
 ARCHITECT'S PROJECT NO: _____

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)		
30	Concrete Wheel Stops	\$454.00							
31	Stop Sign	\$338.00							
32	FGBC Low-E Car Sign & Post	\$522.00							
33	Handicap Parking Sign & Post	\$338.00							
34	Fencing	\$1,512.00							
35	Bike Racks	3,392.00							
36	Landscaping	34,604.00							
37	Irrigation	12,548.00							
38	Division 3 & 4								
39	Augercast Piles	62,768.00							
40	Concrete & CMU Package	279,136.00							
41	Pre-cast Beams	17,118.00							
42	Stucco	49,073.00							
43	Division 5								
44	Structural Steel	66,000.00							

CONTINUATION SHEET

AIA DOCUMENT G703

KW Dockmaster

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: Schedule of Values
 APPLICATION DATE: 14-Feb-18
 PERIOD TO: _____
 ARCHITECT'S PROJECT NO: _____

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)		
45	Steel Railings	16,662.00							
46	Division 6								
47	Roof Frame	63,893.00							
48	Decking	13,268.00							
49	Lattice	943.00							
50	Hardie	7,882.00							
51	Millwork	21,511.00							
52	Division 7								
53	Insulation	11,035.00							
54	Roofing	61,789.00							
55	Division 8								
56	Windows & Storefront	50,100.00							
57	Louvers/Shutters	13,063.00							
58	Doors/Hardware	58,592.00							
59	Alum Security Screen	6,356.00							

CONTINUATION SHEET

AIA DOCUMENT G703

KW Dockmaster

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: Schedule of Values
 APPLICATION DATE: 14-Feb-18
 PERIOD TO: _____
 ARCHITECT'S PROJECT NO: _____

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)		
60	Division 9								
61	Metal Framing	4,532.00							
62	Drywall	32,104.00							
63	Paint	15,213.00							
64	Tiling/Base	31,494.00							
65	Acoustical Ceiling	7,077.00							
66	Division 10								
67	Fire Extinguishers	1,044.00							
68	Toilet Accessories	10,793.00							
69	Signage	10,693.00							
70	Division 11								
71	Handicap Lift	20,542.00							
72	Division 15								
73	HVAC	68,640.00							
74	Plumbing	98,839.00							

CONTINUATION SHEET

AIA DOCUMENT G703

KW Dockmaster

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: Schedule of Values
 APPLICATION DATE: 14-Feb-18
 PERIOD TO: _____
 ARCHITECT'S PROJECT NO: _____

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)		
75	Division 16								
76	Electrical Package	209,581.00							
77		-							
78		-							
		\$ -							
	Contract Totals:	\$ 1,823,006.00							

SUBCONTRACTORS



CONTRACTOR’S PROJECTED OPERATIONS LOAD AND COST ESTIMATE

List items to be performed by Contractor’s own forces and the estimated total cost of these items.
(Use additional sheets if necessary.)

Roof Framing	\$64,000.00
Deck Framing	\$3,300.00
Millwork	\$ 21,600.00
Insulation	\$11,100.00
Louvers	\$13,100.00
Doors	\$55,000.00
Metal Framing	\$5,300.00
Drywall	\$19,900.00
Paint	\$15,300.00

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

Site, Sewer, Water, Site Concrete, Asphalt
Portion of Work

Charley Toppino and Sons
Name
PO Box 787, Key West, Florida, 33040
Street City State Zip

Irrigation and Landscaping
Portion of Work

Blue Native of the Florida Keys, Inc.
Name
197 Industrial Road, Big Pine Key, Florida, 33043
Street City State Zip

Auger Piles, Building Concrete, CMU
Portion of Work

Bella Construction
Name
111 US Highway 1, Key West, Florida, 33040
Street City State Zip

Stucco
Portion of Work

Professional Plastering Designs, Inc.
Name
5409 Overseas Highway #199, Marathon, Florida, 33050
Street City State Zip

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

Roofing

Portion of Work

Bob Hilson & Company

Name

401 N.W. 14th Ave, Homestead, Florida, 33025
Street City State Zip

Storefront and Windows

Portion of Work

Ace Aluminum and Glass, Corp.

Name

7747 SW 86 St. D-12, Miami, Florida, 33143
Street City State Zip

Coiling Door

Portion of Work

Best Rolling Doors, Inc.

Name

9780 N.W. 79 Avenue, Hialeah Gardens, Florida, 33016
Street City State Zip

Tile

Portion of Work

Ivan Tile and Stone Creations

Name

6465 Overseas Highway, Marathon, Florida, 33050
Street City State Zip

SUBCONTRACTORS

The Bidder further proposes that the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work in the event that the Bidder is awarded the Contract:

Plumbing

Portion of Work

DAB Mechanical

Name

_____, _____, _____, _____
Street City State Zip

HVAC

Portion of Work

Fajardo Air Conditioning

Name

_____, _____, _____, _____
Street City State Zip

Piles

Portion of Work

Florida Foundation

Name

_____, _____, _____, _____
Street City State Zip

Portion of Work

Name

_____, _____, _____, _____
Street City State Zip

SURETY



SURETY

Traveler's Casualty & Surety Company of America c/o Nielson, Hoover & Co - Joseph Nielson
whose address is

8000 Governors Square Blvd., Suite 101, Miami Lakes, FL, 33016
Street City State Zip

(305) 722-2663 Charles J. Nielson
Phone Resident Agent

BIDDER

The name of the Bidder submitting this Bid is Pedro Falcon Contractors, Inc.

doing business
at

31160 Avenue C, Big Pine Key, FL, 33043
Street City State Zip

cb@pedrofalcon.com
email address

which is the address to which all communications concerned with this Bid and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Bid, or of the partnership, or of all persons interested in this Bid as principals are as follows:

Name	Title
<u>Christian Brisson</u>	<u>as President, Director, Secretary</u>
_____	_____
_____	_____
_____	_____

CORPORATION



If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this ____ day of _____
20__.

Signature of Bidder

Title

If Corporation

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed
and its seal affixed by its duly authorized officers this 14th day of February
2018.

(SEAL)

Pedro Falcon Contractors, Inc.
Name of Corporation

By Christian Brisson

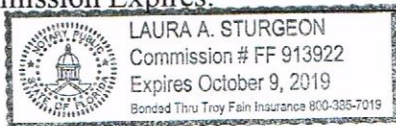
Title as President

Attest Christian Brisson

Sworn and subscribed before this 14th day of February, 2018

NOTARY PUBLIC, State of Florida, at Large

My Commission Expires: _____





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation

PEDRO FALCON ELECTRICAL CONTRACTORS INC.

Filing Information

Document Number H58348
FEI/EIN Number 59-2550231
Date Filed 05/21/1985
State FL
Status ACTIVE

Principal Address

31160 AVE C
 BIG PINE KEY, FL 33043

Changed: 01/16/2004

Mailing Address

31160 AVE C
 BIG PINE KEY, FL 33043

Changed: 03/18/1997

Registered Agent Name & Address

BRISSON, CHRISTIAN NPDS
 31160 AVENUE C
 BIG PINE KEY, FL 33043

Name Changed: 07/07/2010

Address Changed: 02/19/1999

Officer/Director Detail

Name & Address

Title PDS

BRISSON, CHRISTIAN NPDS
 31160 AVE C
 BIG PINE KEY, FL 33043

Annual Reports

Report Year	Filed Date
-------------	------------

2015	01/20/2015
2016	01/29/2016
2017	01/24/2017

Document Images

01/24/2017 -- ANNUAL REPORT	View image in PDF format
01/29/2016 -- ANNUAL REPORT	View image in PDF format
01/20/2015 -- ANNUAL REPORT	View image in PDF format
01/27/2014 -- ANNUAL REPORT	View image in PDF format
01/10/2013 -- ANNUAL REPORT	View image in PDF format
01/10/2012 -- ANNUAL REPORT	View image in PDF format
01/17/2011 -- ANNUAL REPORT	View image in PDF format
07/07/2010 -- ANNUAL REPORT	View image in PDF format
02/01/2010 -- ANNUAL REPORT	View image in PDF format
01/26/2009 -- ANNUAL REPORT	View image in PDF format
01/04/2008 -- ANNUAL REPORT	View image in PDF format
01/11/2007 -- ANNUAL REPORT	View image in PDF format
01/30/2006 -- ANNUAL REPORT	View image in PDF format
03/28/2005 -- ANNUAL REPORT	View image in PDF format
01/16/2004 -- ANNUAL REPORT	View image in PDF format
02/27/2003 -- ANNUAL REPORT	View image in PDF format
03/06/2002 -- ANNUAL REPORT	View image in PDF format
01/26/2001 -- ANNUAL REPORT	View image in PDF format
02/20/2000 -- ANNUAL REPORT	View image in PDF format
02/19/1999 -- ANNUAL REPORT	View image in PDF format
03/03/1998 -- ANNUAL REPORT	View image in PDF format
03/18/1997 -- ANNUAL REPORT	View image in PDF format
04/30/1996 -- ANNUAL REPORT	View image in PDF format
03/20/1995 -- ANNUAL REPORT	View image in PDF format

EXPERIENCE OF THE BIDDER



EXPERIENCE OF BIDDER

The Bidder states that he is an experienced Contractor and has completed similar projects within the last five (5) years.

(List similar projects, with types, names of owners, construction costs, Engineers, and references with phone numbers. Use additional sheets if necessary.)

See attached Selected Projects List.

* * * * *

Owner & Location	Job Name	Description of Services Provided	Original Contract Amount	Start Year	Contact
City of Marathon	Utility & Public Works Maintenance Facility Bldg.	Design/Build new 10,000 SF pre-engineered steel building from ground up to finished product.	\$1,994,484.00	2016	Owner Rep: Carlos A. Solis 9805 Overseas Highway, Marathon, FL 33050 305-289-5008 Architect/Engineer: Phil Baldamenti K2M 1001 Whitehead St., Key West, FL 305-292-7722
City of Key West, Fleming Key NAS	Pre-Engineered Steel Building & Foundation	Design/Build "S" style pre-engineered building (Quonset Hut) including foundations, doors/windows.	\$167,509.00	2016	John Paul Castor, Utilities Director, City of Key West 305-809-8867 jcastro@cityofkeywest-fl.gov
City of Key West	Mallory Square Bathrooms Improvements	Replace bathroom fixtures, doors, dispensers, electric hand dryers, janitor's sink, interior water and sewer piping and valves, exterior doors, new attic vent fan, cleaning & painting, and window screens.	\$151,412.00	2016	Janet Muccino Project Manager City of Key West Engineering 305-809-3867 jmuccino@cityofkeywest-fl.gov
City of Key West	Sexton House City of Key West Cemetery	Occupied building. Historical burial ground. 1000 SF slab on grade, concrete masonry, roof, high impact windows, flooring, MEP, stucco exterior, high end finishing, hardwood flooring, crown molding, chair rails, outdoor decorated columns. Has an office, family room, and tourist area.	\$445,222.00	2015	Devon Steckly Sr. Project Manager City of Key West Engineering 305-809-3747 Architect: Michael Miller 517 Duval St., Key West, FL 305-294-7687
City of Key West, Fleming Key NAS	Repair of the Administration Bldg. Roof at Richard A. Heyman Environmental Protection Facility	Roof repair including demolition of existing roof systems, roof membrane, walk pad, metal flashing installation, removal and re-install lightning protections, ladders.	\$274,570.00	2015	ch2m hill, 6410 5th Street, Suite 2-A, Key West, FL 33040, 305.432.9124 John Paul Castro, Utilities Director, City of Key West 305-809-8867 jcastro@cityofkeywest-fl.gov
State of FL Dept. of Mgmt. Services, Div of Real Estate Development and Mgmt.	Monroe County Regional Service Center - Florida Department of Management Services, Drug Testing Room	Construction of Drug Testing Room: demo carpet, new wall framing, painted existed black window, sound attenuation blanker, gypsum, ceramic floor and wall tile, paint, Division 10 rehab, HVAC, electrical, and plumbing.	\$33,728.00	2015	Scott Cannard, DMS, Bldg. Construction, Div of RE Dev, 4050 Explanade Way, 320.3x, Tallahassee, FL 32399 850-488-1817
City of Marathon	Marathon City Hall	New 15,000 SF City Hall Building	\$4,376,514.00	2014	Carlos A. Solis 9805 Overseas Hwy., Marathon, FL 33050 phone: 305-289-5008



Owner & Location	Job Name	Description of Services Provided	Original Contract Amount	Start Year	Contact
Department of the Air Force	Renovate B723 for New Mission	Pressure wash doors and frames, paint. Demo VCT, carpet, base, ceiling tiles, corner guards, patch holes, clean and grout existing toilets, demo walls, remove wallpaper, prep window. Site demo: remove bushes and palm trees, loading dock bumpers and angles, controls, sidewalk ramp, railings, pavement, gravel, curbing and stairs. New ramp at loading dock. Overhead doors, laminate cabinets and drawers, toilet partitions, new doors. New VCT, wall base, carpet tiles, epoxy floor epoxy bas, ceiling tiles drywall, tile shower, painting, bathroom accessories, microwave, refrigerator, plumbing, HVAC, electrical, communications, electronic safety and security and earthwork.	\$303,320.00	2014	Sgt Brandon M. Carey 813-828-2837 6th Contracting Squadron/LGCM, 2610 Pink Flamingo Ave., MacDill AFB, FL 33621-5000
JIATF South, Key West, FL	JIATF Scif, Bldg. 290, Room 123, Hurricane Wilma Repairs	Design/Build electrical for secured building. Includes ground of metallic piping penetrations. Lighting, recessed LED light fixtures, power, and UPS devices	\$964,571.00	2014	305.293.5385 Contracting Div-Attn J4, P O Box 9051 Key West 33040-9051
Department of the Air Force, MacDill Air Force Base, Tampa FL	Correct CNS Commercial Power Feed	D/B. Repair existing overhead electrical distribution by relocating overhead lines to a below grade electrical distribution system. Contaminated soil excavated and managed. Install street and parking lot lighting systems. Includes curbing and sidewalk repair, sod, directional boring under pavement, and traffic maintenance. Electrical includes grounding, medium voltage conductors, conduit, cable fault indicators, switch gear mounted on concrete pad. Pad mounted re-closers, capacitors banks, and load analysis.	\$1,497,668.00	2014	Joseph Borello 813-828-7421 6th Contracting Squadron/LGCM, 2610 Pink Flamingo Ave., MacDill AFB, FL 33621-5000
Monroe County Board of County Commissioners	Marathon Airport Customs Facility, Guardian Ad Litem	Renovation to an existing airport terminal to include Federal Customs Facility. Project included selective demolition, insulation, gypsum, resilient flooring, division 10, plumbing, security systems, toilet compartments, concrete/masonry, doors/frames/hardware, stucco, terrazzo flooring, furniture, HVAC, CCTV, detention equipment, misc. metals, aluminum storefronts, tiling, fluid applied floor, window shades, electrical, signage, access control/duress, architecture casework, glazing, acoustical ceilings, painting, fire suppression, communications, and fire alarm.	\$1,091,403.00	2014	Ann Riger/Kevin Wilson 500 Whitehead Street, Key West, FL 33040 305.292.4416



Owner & Location	Job Name	Description of Services Provided	Original Contract Amount	Start Year	Contact
State of Florida, Dept. of Environmental Protection	Bahia Honda State Park-Admin. Bldg. Concrete Deck Repair	Remove existing hollow core roof deck & replace with new structure. Install roof and railings above and lighting and power in the room. Protect existing furniture/counter under roof demo. Rebar, new slab, CMU columns, stucco columns, install aluminum railings, painting, lights with battery pack.	\$87,436.00	2014	Patrick Vicknair 3900 Commonwealth Blvd. MS #520 Tallahassee, FL 32399 patrick.m.vicknair@dep.state.fl.us 772-546-0900
United States Navy, Boca Chica NAS, Key West	P678 Aircraft Crash Rescue & Fire Headquarters	Complete electrical for new Aircraft Crash Rescue and Fire Headquarters including demo, interior and exterior lighting systems, generator system, underground distribution, mass notification communication system, and fire detection systems.	\$1,279,533.00	2014	GC: John Drace P O Box 1797, Gulfport, MS 39502 228.244.0100 Engineer: NAVFAC Southeast, IPT South Atlantic, Bldg 135 P O Box 30, NAS Jacksonville, Jacksonville, FL 32212-0030
Monroe County Board of County Commissioners	ADA Compliance Segment #4	ADA Compliance on 9 occupied facilities in the Middle and Lower Keys. Work includes, doors, bathrooms, counters, baby changing stations, signage, elevators, detention center, drinking fountains, re-design etc.	\$300,400.00	2013	Jerry Barnett 500 Whitehead Street, Key West, FL 33040 phone: 305.292.4416
Department of the Air Force, MacDill AFB, Tampa, FL	Install CENTCOM Shredder Exhaust System	D/B. Sensitive, high security occupied area. Install shredder exhaust system. Erosion protection, maintenance of traffic, remove and dispose of curbing and concrete slabs. Design new slab area to include equipment access road, ramp and pad. New concrete curbing, sod and landscaping. Install a completely integrated and operational vacuum exhaust and auger compactor system. Electrical.	\$319,586.00	2013	David M. Poppe 813.828.1187 david.poppe@us.af.mil 6th Contracting Squadron/LGCM, 2610 Pink Flamingo Ave., MacDill AFB, FL 33621-5000
General Services Administration	US Navy 9th Floor Renovations, Phase II, Electronics Lab	D/B 9th Floor Electronics Lab, demo, security, drywall, mechanical, electrical painting, HVAC modifications, fire sprinkler, telecommunications.	\$552,060.00	2012	Sue Kaiser 561-820-8165 GSA REDC Acquisition Division 4PQPA, 701 Clematis, #125, West Palm Beach, FL 33401
General Services Administration	USAF 7th Floor Upgrades	Secured Bldgs. Occupied. Interior build-out of office space and renovations to the existing 7th floor. Work includes demolition, patch and repair, walls, ceiling, doors and finishes, hardware, access, flooring, electrified privacy windows, RF Shielding, RF Window Film, electrified window shades, millwork, audio visual infrastructure, security/intrusion detection system and infrastructure, mechanical, electrical, plumbing, and various security and agency equipment.	\$2,993,383.00	2012	Sue Kaiser 561-820-8165 GSA REDC Acquisition Division 4PQPA, 701 Clematis, #125, West Palm Beach, FL 33401



Owner & Location	Job Name	Description of Services Provided	Original Contract Amount	Start Year	Contact
Department of the Air Force, MacDill AFB, Tampa, FL	Repair Child Development Center Campus	Specialist for design, including certifications for rubber surfacing. Install erosion and storm water protection, remove and dispose of fencing, sidewalks, play structures, storage sheds and foundations, play surfaces, backflow preventer and drainage structures. Install temporary fencing. Install new fencing/sages, sidewalks, relocate and install new water valve, including pressure testing, hard piping below grade, irrigation systems, stormwater underdrain drainage systems, playground equipment for pre-toddler, furnish and install the equipment for the pre-school garden area, construct deck area and stage area with aluminum pergola structure. Compact grades and install reinforced concrete sidewalks, and sitting area with decorative concrete paving. Install tree cookie patio, standing seam metal shade with reinforced concrete foundation.	\$593,492.00	2012	Susan Jackson 813-828-7455, susan.jackson@us.af.mil 6th Contracting Squadron/LGCM, 2610 Pink Flamingo Ave., MacDill AFB, FL 33621-5000
Monroe County Board of County Commissioners	Key West International Airport, Customs Terminal Security Enhancements, Phase 1	Exterior doors and windows, Vestibule, computer and reception room including walls, ceiling, fixtures, & floors. Duress buttons in counter door. Mechanical, fire protection, electrical, voice and data, security doors with card readers, and chilled water piping	\$305,660.00	2012	Jerry Barnett 500 Whitehead Street Key West, FL 33040 305.292.4416
Monroe County Board of County Commissioners Conch Key, FL	Conch Key Fire Station #17, Conch Key, FL	Demo. Site construction including clearing, dewatering, drilled piers, underground utilities, irrigation system, landscaping and grassing. Concrete to include cast-in-place, reinforced, and plant pre-cast. Unit masonry. Structural steel, steel deck, pipe & tube railings. Wood & plastics, thermal & moisture protection, doors & windows, non-load bearing steel framing, portland cement plaster, ceramic tile, painting, Division 10 Specialties, lightning protection, fire alarm, fire-suppression piping, mechanical and electrical.	\$1,695,000.00	2011	Architect: William A Horn (305) 296-8302 wphorn@aol.com 915 Eaton St Key West, FL 33040
Department of the Air Force	Construct Warehouse #3	D/B new 4500 SF pre-engineered facility which includes demo, site, pre-engineered storage facility, restrooms, mechanical plumbing and electrical, roadway, building pad, A/C, electrical, fire protection, communications systems.	\$699,910.00	2011	Susan Jackson 813-828-7454, susan.jackson@us.af.mil



BID BOND



FLORIDA BID BOND

BOND NO. Bid Bond

AMOUNT: \$ 5% of Bid

KNOW ALL MEN BY THESE PRESENTS, that Pedro Falcon Electrical Contractors, Inc.

hereinafter called the PRINCIPAL, and Travelers Casualty and Surety Company of America

a corporation duly organized under the laws of the State of Connecticut

having its principal place of business at One Tower Square, Hartford, CT 06183

in the State of Connecticut

and authorized to do business in the State of Florida, as SURETY, are held and firmly bound unto

The City of Key West

hereinafter called the OBLIGEE, in the sum of Five Percent of Amount Bid

DOLLARS (\$ 5% of Amount Bid) for the payment for which we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS BOND IS SUCH THAT:

WHEREAS, the PRINCIPAL is herewith submitting his or its Bid Proposal for REBID: Transient Restrooms / Dockmaster Building, said Bid Proposal, by reference thereto, being hereby made a part hereof.

WHEREAS, the PRINCIPAL contemplates submitting or has submitted a bid to the OBLIGEE for the furnishing of all labor, materials (except those to be specifically furnished by the CITY), equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Specifications, entitled:

ITB #18-010 REBID: TRANSIENT RESTROOMS / DOCKMASTER BUILDING – CITY MARINA at GARRISON BIGHT

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check, or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the CITY for the performance of said Contract, within 10 working days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the PRINCIPAL within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OBLIGEE and furnishes the Performance and Payment Bonds, each in an amount equal to 100 percent of the base bid, satisfactory to the CITY, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OBLIGEE and the Surety herein agrees to pay said sum immediately upon demand of the OBLIGEE in good and lawful money of the United States of America, as liquidated damages for failure thereof of said PRINCIPAL.

Signed and sealed this 14th day of February, 2018.

Pedro Falcon Electrical Contractors, Inc.

By _____
PRINCIPAL Christian Brisson, as President

Travelers Casualty and Surety Company of America
SURETY

By Charles J. Nielson
Attorney-In-Fact Charles J. Nielson.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 232256

Certificate No. 007257100

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Charles D. Nielson, Charles J. Nielson, David R. Hoover, Gicelle Pajon, Olga Iglesias, Kristi Messel, Shawn A. Burton, Ian A. Nipper, Joseph P. Nielson, and Arthur Colley

of the City of Miami Lakes, State of Florida, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 7th day of June, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 7th day of June, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of February, 2018.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.


REQUIRED FORMS



NON-COLLUSION AFFIDAVIT

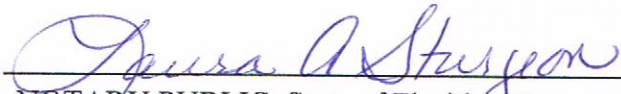
STATE OF FLORIDA)
 :
SS COUNTY OF MONROE)

I, the undersigned hereby declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

By: 

Sworn and subscribed before me this

14th day of February, 2018.


NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____



ANTI-KICKBACK AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Monroe)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: Christian Brisson

Sworn and subscribed before this 14th day of February, 2018

NOTARY PUBLIC, State of Florida, at Large

My Commission Expires: _____



* * * * *

**SWORN STATEMENT UNDER SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid or Proposal for Rebid: Transient Restrooms/Dockmaster Building - City Marina at Garrison Bight ITB #18-010

2. This sworn statement is submitted by Pedro Falcon Contractors, Inc.
(name of entity submitting sworn statement)

whose business address is 31160 Avenue C, Big Pine Key, FL 33043

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-2550231

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement N/A

3. My name is Christian Brisson
(please print name of individual signing)

and my relationship to the entity named above is as President

4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.

5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

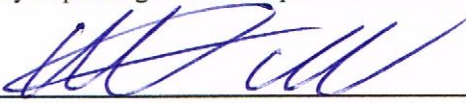
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)



 (signature)

February 14, 2018

 (date)

STATE OF Florida

COUNTY OF Monroe

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Christian Brisson who, after first being sworn by me, affixed his/her
 (name of individual signing)

signature in the space provided above on this 14th day of February, 2018.

My commission expires:





 NOTARY PUBLIC

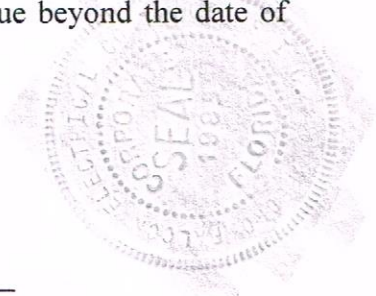
CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the CONTRACTOR expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR, its Subcontractors or persons employed or utilized by them in the performance of the Contract. Claims by indemnitees for indemnification shall be limited to the amount of CONTRACTOR's insurance or \$1 million per occurrence, whichever is greater. The parties acknowledge that the amount of the indemnity required hereunder bears a reasonable commercial relationship to the Contract and it is part of the project specifications or the bid documents, if any.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONTRACTOR or of any third party to whom CONTRACTOR may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the work.

CONTRACTOR: Pedro Falcon Contractors, Inc.

SEAL:



31160 Avenue C, Big Pine Key, FL 33043

Address

Signature
Christian

Print Name
as President

Title

DATE: February 14, 2018

Sworn and subscribed before this 14th day of February, 2018

Laura A. Sturgeon

NOTARY PUBLIC, State of Florida, at Large

My Commission Expires: _____



EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Monroe)

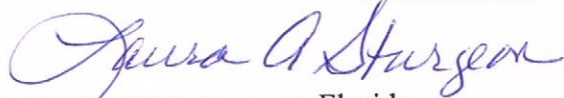
I, the undersigned hereby duly sworn, depose and say that the firm of Pedro Falcon Contractors, Inc.

provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: Christian Brisson



Sworn and subscribed before this 14th day of February, 2018



NOTARY PUBLIC, State of Florida, at Large

My Commission Expires: _____



* * * * *

CONE OF SILENCE AFFIDAVIT

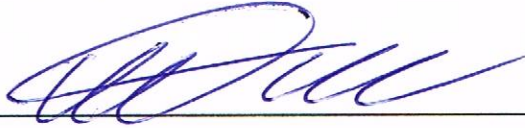
STATE OF Florida)

: SS

COUNTY OF Monroe)


I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Pedro Falcon Contractors, Inc. have read and understand the limitations and procedures regarding communications concerning City of Key West Code of Ordinances Sec. 2-773 Cone of Silence.

By: Christian Brisson



Sworn and subscribed before me this

14th day of February 2018.



NOTARY PUBLIC, State of Florida at Large

My Commission Expires: _____



* * * * *

**LOCAL VENDOR CERTIFICATION
PURSUANT TO CITY OF KEY WEST CODE OF ORDINANCES SECTION 2-798**

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- a. Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one year immediately prior to the issuance of the solicitation.
- b. Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries.
- c. Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
 - Not a local vendor pursuant to Code of Ordinances Section 2-798
 - Qualifies as a local vendor pursuant to Code of Ordinances Section 2-798

If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name Pedro Falcon Contractors, Inc. Phone: 305-872-2200

Current Local Address: 31160 Avenue C, Big Pine Key, FL Fax: 305-872-2219
(P.O Box numbers may not be used to establish status)

Length of time at this address Thirty Three Years



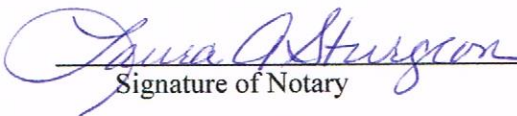
Signature of Authorized Representative

February 14, 2018

Date

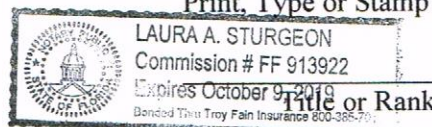
STATE OF Florida
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 14th day of February, 2018.
By Christian Brisson, of Pedro Falcon Contractors, Inc.
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging)
or has produced _____ as identification
(type of identification)



Signature of Notary

Print, Type or Stamp Name of Notary



Title or Rank

Return Completed form with
Supporting documents to:
City of Key West Purchasing

BIDDER'S CHECKLIST

(Note: The purpose of this checklist is to serve as a reminder of major items to be addressed in submitting a bid and is not intended to be all inclusive. It does not alleviate the Bidder from the responsibility of becoming familiar with all aspects of the Contract Documents and Proper completion and submission of his bid.)

1. All Contract Documents thoroughly read and understood
2. All blank spaces in Bid filled in black ink.
3. Total and unit Prices added correctly.
4. Addenda acknowledged.
5. Subcontractors are named as indicated in the Bid.
6. Experience record included.
7. Bid signed by authorized officer.
8. Bid Bond completed and executed, including power-of-attorney, dated the same date as Bid Bond.
9. Bidder familiar with federal, state, and local laws, ordinances, rules and regulations affecting performance of the work.
10. Bidder, if successful, able to obtain and/or demonstrate possession of required licenses and certificates within (10) ten days after receiving a Notice of Award.
11. Bid submitted intact with the volume containing the Bidding Requirements, Contract Forms and Conditions of the Contract, one (1) original, two (2) USB drives. Note: See Addendum 1, Answer to Question # 7.
12. Bid Documents submitted in sealed envelope and addressed and labeled in conformance with the instructions in the Invitation to Bid.
13. Anti-kickback Affidavit; Public Entity Crime Form; City of Key West Indemnification
Equal Benefits for Domestic Partners Affidavit; Local Vendor Certification; Grant Requirements

GRANT REQUIREMENTS



PART 5

SUPPLEMENTAL INFORMATION
(BIG Grant Requirements)

CERTIFICATIONS AND ASSURANCES

In performance of this Contract, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (2 CFR Part 1400)
- B. Certification Regarding Lobbying (31 U.S.C. 1352)
- C. Certification Regarding Drug-Free Workplace Requirements (41 U.S.C. 701 et. seq.) (as applicable)
- D. Certification Regarding the Scrutinized Companies List (section 287.135, F.S.) (as applicable)
- E. Buy American Assurance (43 CFR Part 12, Subpart E)
- F. Trafficking Victims Protection Act Assurance (2 CFR Part 175)
- G. Boating Infrastructure Grant Program (BIGP) Rule Assurance (50 CFR Part 86)

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -PRIMARY COVERED TRANSACTION.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Contract.

B. CERTIFICATION REGARDING LOBBYING - Certification for Contracts, Grants, Loans and Cooperative Agreements.

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement, the undersigned shall also complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Pursuant to the Drug-Free Workplace Act of 1988, the undersigned attests and certifies that the Contractor (if not an individual) will provide a drug-free workplace by the following actions:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:
 - a. The dangers of drug abuse in the workplace.
 - b. The policy of maintaining a drug-free workplace.

- c. Any available drug counseling, rehabilitation and employee assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph C.1. of this certification.
4. Notifying the employee in the statement required by paragraph C.1. of this certification that, as a condition of employment under the Contract, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
5. Notifying the City in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction. Provide such notice of convicted employees, including position title, to every Contract Manager on whose contract activity the convicted employee was working. The notice shall include the identification number(s) of each affected Contract or Grant.
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b. herein, with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.
 - b. Requiring such employee to participate satisfactorily in drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

If the Contractor is an individual, the Contractor certifies that:

1. As a condition of the Contract, Contractor will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the contract; and,
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, Contractor will report the conviction, in writing, within

10 calendar days of the conviction, to the City when notice is made to such a central point, it shall include the identification number(s) of each affected contract.

D. CERTIFICATION REGARDING the SCRUTINIZED COMPANIES LISTS, SECTION 287.135, F.S.

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, F.S. Contractor also hereby certifies that it is not engaged in business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs.

E. BUY AMERICAN ASSURANCE (43 CFR PART 12, SUBPART E)

The Contractor agrees to construct the Project according to all provisions of the Buy American Act – Construction Materials which can be found in 43 CFR Part 12, Subpart E, Sections 12.800 through 12.830. It applies to procurement contracts awarded under a grant or cooperative agreement for construction, alteration, or repair of any public building or public work in the United States. As prescribed in 43 CFR Part 12, Subpart E, Section 12.825:

(a) The Buy American Act (41 U.S.C. 10) provides that the Government give preference to domestic construction material.

Components, used in this clause, means those articles, materials, and supplies incorporated directly into construction materials.

Construction material, as used in this clause, means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.

Domestic construction material, as used in this clause, means (a) an unmanufactured construction material mined or produced in the United States, or (b) a construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the construction materials determined to be unavailable pursuant to §12.810(a)(3) of 43 CFR part 12, subpart E shall be treated as domestic.

(b) The contractor agrees that only domestic construction material will be used by the contractor, subcontractors, materialmen, and suppliers in the performance of this agreement, except for foreign construction materials, if any, listed in this agreement.

F. TRAFFICKING VICTIMS PROTECTION ACT ASSURANCE

Any grant, contract, or cooperative agreement provided or entered into by a Federal department or agency under which funds are to be provided to a private entity, in whole or in part, shall include a condition that authorizes the department or agency to terminate the grant, contract, or cooperative agreement, without penalty, if the grantee or any subgrantee, or the contractor or any subcontractor (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect, or (ii) uses forced labor in the performance of the grant, contract, or cooperative agreement.

G. BOATING INFRASTRUCTURE GRANT PROGRAM (BIGP) RULE ASSURANCE

The Contractor agrees to construct the Project according to all provisions of the Boating Infrastructure Grant Program Final Rule, 50 CFR Part 86, attached and made part of this Contract. The Contractor further agrees to comply with all other applicable federal, state, and local rules and regulations in providing services under this Contract. The Contractor further agrees to include this provision in all subcontracts issued as a result of this Contract.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Contract.

By signing below, Contractor certifies the representations outlined in parts A through G above are true and correct.



(Signature and Title of Authorized Representative)

Pedro Falcon Contractors, Inc.

Contractor Name

31160 Avenue C

Contractor Street Address

Big Pine Key, FL 33043

City, State, ZIP Code

In addition to the Certifications and Assurances to be signed by the Contractor, the following are applicable to this Contract:

PUBLIC ENTITY CRIMES.

A. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list

B. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the City of Key West within 30 days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

C. **Certifications and Assurances.** Upon execution of this Contract by the Contractor, the Contractor shall complete, sign and return to the City's Grant Manager a completed copy of the form entitled "Certifications and Assurances," attached hereto. This includes the Certification Regarding Public Entity Crimes.

PUBLIC RECORDS.

Pursuant to Section 119.0701, F.S., A) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. B) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law. C) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. D) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the City.

RECORD KEEPING REQUIREMENTS.

A. **Contractor Responsibilities.** The Contractor shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.

B. State Access to Contractor Books, Documents, Papers, and Records. The Contractor shall allow the Florida Fish and Wildlife Conservation Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Contractor's books, documents, papers, and records, including electronic storage media, as they may relate to this Contract, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

C. Contractor Records Retention. Project records shall be maintained for five (5) years following the close of this Contract. The Contractor shall cooperate with the City to facilitate the duplication and transfer of such records upon the City's request.

D. Contractor Responsibility to Include Records Requirements – Subcontractors. In the event any work is subcontracted under this Contract, the Contractor shall include the aforementioned audit and record keeping requirements in all subsequent contracts.

FEDERAL FUNDS. This Agreement relies on federal funds, therefore, the following terms and conditions apply:

Compliance with all federal laws, rules, and regulations, including but not limited to:

- Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity." as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).
- Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction agreements awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500 for other agreements which involve the employment of mechanics or laborers)
- All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

SUBCONTRACTS.

Each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

NONDISCRIMINATION.

A. Non-Discrimination in Performance. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.

B. Discriminatory Vendor List. In accordance with Section 287.134, F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. The Contractor has a continuing duty to disclose to the City whether they appear on the discriminatory vendor list.

PROHIBITION OF UNAUTHORIZED ALIENS.

In accordance with federal Executive Order 96-236, the employment of unauthorized aliens is considered a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the Contract if the Contractor knowingly employs unauthorized aliens.

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

A. Requirement to Use E-Verify. Executive Order 11-116, signed May 27, 2011, by the Governor

of Florida, requires contracts in excess of nominal value to expressly require the: 1.) utilization of the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the contract term; and,

2.) inclusion in all subcontracts under this Contract, of the requirement that subcontractors performing work or providing services pursuant to this contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

B. E-Verify Online. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

C. Enrollment in E-Verify. If you do not have an E-Verify MOU in effect, you must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Contract.

D. E-Verify Recordkeeping. The Contractor further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the City or other authorized state entity consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

E. Employment Eligibility Verification. Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Contract and the City may treat a failure to comply as a material breach of the Contract.

LICENSES & TAX RECEIPTS



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD



LICENSE NUMBER

CGC1507617

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

BRISSON, CHRISTIAN NORMAND
PEDRO FALCON ELECTRICAL CONTRACTORS INC
31160 AVENUE C
BIG PINE KEY FL 33043



ISSUED: 06/27/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606270000490

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

LICENSE NUMBER

EC13003416

The ELECTRICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018



ALLSBROOK, ROBERT DAVID
PEDRO FALCON ELECTRICAL CONTRACTORS INC
31160 AVENUE C
BIG PINE KEY FL 33043

ISSUED: 07/10/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1607100001841

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name PEDRO FALCON ELECTRICAL CtlNbr:0004028
Location Addr 31160 AVE C FALCON BLDG
Lic NBR/Class 18-00004033 CONTRACTOR - CERT ELECTRICAL
Issue Date: September 05, 2017 Expiration Date: September 30, 2018
License Fee \$325.00
Add. Charges \$0.00
Penalty \$0.00
Total \$325.00
Comments:

This document must be prominently displayed.

PEDRO FALCON ELECTRICAL
31160 AVENUE C
BIG PINE KEY FL 33043

PEDRON FALCON ELECTRICAL CONTR

Oper: KEYWJAB Type: OC Drawer: 1
Date: 9/05/17 63 Receipt no: 27662
2018 4033
OR LIC OCCUPATIONAL RENEWAL
1.00 \$325.00
Trans number: 3114404
CK CHECK 44301 \$325.00
Trans date: 9/05/17 Time: 13:16:23

CITY OF KEY WEST, FLORIDA

Business Tax Receipt

This Document is a business tax receipt
Holder must meet all City zoning and use provisions.
P.O. Box 1409, Key West, Florida 33040 (305) 809-3955

Business Name PEDRO FALCON ELECTRICAL (CGC) CtlNbr:0017630
Location Addr 31160 AVE C
Lic NBR/Class 18-00021608 CONTRACTOR - CERT GENERAL CONTRACTOR
Issue Date: September 05, 2017 Expiration Date: September 30, 2018
License Fee \$325.00
Add. Charges \$0.00
Penalty \$0.00
Total \$325.00
Comments:

This document must be prominently displayed.

PEDRO FALCON ELECTRICAL (CGC)
31160 AVE C
BIG PINE KEY FL 33043

PEDRO FALCON ELECTRICAL CONTRA

Oper: KEYWJAB Type: OC Drawer: 1
Date: 9/05/17 63 Receipt no: 27658
2018 21608
OR LIC OCCUPATIONAL RENEWAL
1.00 \$325.00
Trans number: 3114358
CK CHECK 44300 \$325.00
Trans date: 9/05/17 Time: 13:11:55

**2017 / 2018
MONROE COUNTY BUSINESS TAX RECEIPT
EXPIRES SEPTEMBER 30, 2018**

RECEIPT# 30140-9801

Business Name: PEDRO FALCON ELECTRICAL
CONTRACTORS INC

Owner Name: PEDRO FALCON, CHRISTIAN N BRISSON
Mailing Address: QUALIFIER, ROBERT D ALLSBROOK
31160 AVE C
BIG PINE KEY, FL 33043

Business Location: 31160 AVE C
BIG PINE KEY, FL 33043

Business Phone: 305-872-2200
Business Type: CONTRACTOR (GENERAL/ELECTRICAL 3RD
QUALIFIER STATE LIC EC13003416)

Employees 10

STATE LICENSE: EC0001491/CGC1507617/

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
25.00	0.00	25.00	0.00	0.00	0.00	25.00

Paid 114-16-00004300 08/31/2017 25.00

THIS BECOMES A TAX RECEIPT
WHEN VALIDATED

Danise D. Henriquez, CFC, Tax Collector
PO Box 1129, Key West, FL 33041

THIS IS ONLY A TAX.
YOU MUST MEET ALL
COUNTY AND/OR
MUNICIPALITY PLANNING
AND ZONING REQUIREMENTS.

MONROE COUNTY BUSINESS TAX RECEIPT

P.O. Box 1129, Key West, FL 33041-1129

EXPIRES SEPTEMBER 30, 2018

RECEIPT# 30140-9801

Business Name: PEDRO FALCON ELECTRICAL
CONTRACTORS INC

Owner Name: PEDRO FALCON, CHRISTIAN N BRISSON
Mailing Address: QUALIFIER, ROBERT D ALLSBROOK
31160 AVE C
BIG PINE KEY, FL 33043

Business Location: 31160 AVE C
BIG PINE KEY, FL 33043

Business Phone: 305-872-2200
Business Type: CONTRACTOR (GENERAL/ELECTRICAL 3RD
QUALIFIER STATE LIC EC13003416)

Employees 10

STATE LICENSE: EC0001491/CG

Tax Amount	Transfer Fee	Sub-Total	Penalty	Prior Years	Collection Cost	Total Paid
25.00	0.00	25.00	0.00	0.00	0.00	25.00

Paid 114-16-00004300 08/31/2017 25.00

INSURANCE INFORMATION





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/7/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bowen, Miellette & Britt of Florida, LLC 1020 N. Orlando Avenue, Suite 200 Maitland FL 32751	CONTACT NAME: Pam Medley PHONE (A/C, No, Ext): (407) 647-1616 E-MAIL ADDRESS: certificates@bmbinc.com		FAX (A/C, No): (407) 628-1635
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED PEDROFALCO Pedro Falcon Electrical Contractors, Inc. 31160 Avenue C Big Pine Key FL 33043-4516	INSURER A : Amerisure Insurance Company		19488
	INSURER B : Amerisure Mutual Insurance Company		23396
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 511553889

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GL2092941	11/2/2017	11/2/2018	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	CA2092939	11/2/2017	11/2/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CU2092942	11/2/2017	11/2/2018	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC2094526	11/2/2017	11/2/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following policy provisions and/or endorsements form part of the policies of insurance represented by this certificate of insurance. The terms contained in the policies and/or endorsements supersede the representations made herein. Electronic copies of the policy provisions and/or endorsements listed below are available by emailing: certificates@bmbinc.com

When required by written contract, those parties listed in said contract, including the Certificate Holder, are added as additional insureds with respect to the General Liability including ongoing and completed operations, Auto Liability, and Umbrella Liability as afforded by the policy and/or endorsements. See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Key West
 1300 White Street
 Key West FL 33040

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY Bowen, Miclette & Britt of Florida, LLC		NAMED INSURED Pedro Falcon Electrical Contractors, Inc. 31160 Avenue C Big Pine Key FL 33043-4516	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

When required by written contract, waiver of Subrogation is granted with respect to the General Liability, Auto Liability, Workers Compensation, and Umbrella Liability to those parties listed in said contract, including the Certificate Holder.

The General Liability and Umbrella Liability certified herein are primary and non-contributory to other insurance available, but only to the extent required by written contract.

Project Reference: ITB #18-010, Transient Restroom/Dockmaster Bldg.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT –
FORM A**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Policy Number GL 2092941	Agency Number 0845507	Policy Effective Date 11/02/2017
Policy Expiration Date 11/02/2018	Date	Account Number 11228245
Named Insured PEDRO FALCON ELECTRICAL CONTRACTORS INC	Agency BOWEN MICLETTE & BRITT OF FLORIDA, LLC	Issuing Company AMERISURE INSURANCE COMPANY

1. a. **SECTION II - WHO IS AN INSURED** is amended to add as an additional insured any person or organization:
 - (1) Whom you are required to add as an additional insured on this policy under a written contract or written agreement relating to your business; or
 - (2) Who is named as an additional insured under this policy on a certificate of insurance.
 - b. The written contract, written agreement, or certificate of insurance must:
 - (1) Require additional insured status for a time period during the term of this policy; and
 - (2) Be executed prior to the "bodily injury", "property damage", or "personal and advertising injury" leading to a claim under this policy.
 - c. If, however:
 - (1) "Your work" began under a letter of intent or work order; and
 - (2) The letter of intent or work order led to a written contract or written agreement within 30 days of beginning such work; and
 - (3) Your customer's customary contracts require persons or organizations to be named as additional insureds;

we will provide additional insured status as specified in this endorsement.
2. The insurance provided under this endorsement is limited as follows:
 - a. That person or organization is an additional insured only with respect to liability caused, in whole or in part, by:
 - (1) Premises you:
 - (a) Own;
 - (b) Rent;
 - (c) Lease; or
 - (d) Occupy;
 - (2) Ongoing operations performed by you or on your behalf. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work to be performed by you or on your behalf for the additional insured(s) at the site of the covered operations is complete, including related materials, parts or equipment (other than service, maintenance or repairs); or
 - (b) That portion of “your work” out of which the injury or damage arises is put to its intended use by any person or organization other than another contractor working for a principal as a part of the same project.
- (3) Completed operations coverage, but only if:
- (a) The written contract, written agreement, or certificate of insurance requires completed operations coverage or “your work” coverage; and
 - (b) This coverage part provides coverage for “bodily injury” or “property damage” included within the “products-completed operations hazard”.

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

- b. If the written contract, written agreement, or certificate of insurance:
- (1) Requires “arising out of” language; or
 - (2) Requires you to provide additional insured coverage to that person or organization by the use of either or both of the following:
 - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01; or
 - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

then the phrase “caused, in whole or in part, by” in paragraph **2.a.** above is replaced by “arising out of”.

- c. If the written contract, written agreement, or certificate of insurance requires you to provide additional insured coverage to that person or organization by the use of:
- (1) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13; or
 - (2) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13; or
 - (3) Both those endorsements with either of those edition dates; or
 - (4) Either or both of the following:
 - (a) Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 without an edition date specified; or
 - (b) Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 without an edition date specified;

then paragraph **2.a.** above applies.

- d. Premises, as respects paragraph **2.a.(1)** above, include common or public areas about such premises if so required in the written contract or written agreement.
- e. Additional insured status provided under paragraphs **2.a.(1)(b)** or **2.a.(1)(c)** above does not extend beyond the end of a premises lease or rental agreement.
- f. The limits of insurance that apply to the additional insured are the least of those specified in the:
 - (1) Written contract;
 - (2) Written agreement;
 - (3) Certificate of insurance; or
 - (4) Declarations of this policy.

The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

Includes copyrighted material of Insurance Services Office, Inc.

- g. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of, or failure to render, any professional services, including but not limited to:
 - (1) The preparing, approving, or failing to prepare or approve:
 - (a) Maps;
 - (b) Drawings;
 - (c) Opinions;
 - (d) Reports;
 - (e) Surveys;
 - (f) Change orders;
 - (g) Design specifications; and
 - (2) Supervisory, inspection, or engineering services.
- h. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance** is deleted and replaced with the following:
 - 4. **Other Insurance.**

Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

 - a. Primary;
 - b. Excess;
 - c. Contingent; or
 - d. On any other basis;

but if the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.
- i. If the written contract, written agreement, or certificate of insurance as outlined above requires additional insured status by use of CG 20 10 11 85, then the coverage provided under this CG 70 48 endorsement does not apply except for paragraph 2.h. **Other Insurance**. Additional insured status is limited to that provided by CG 20 10 11 85 shown below and paragraph 2.h. **Other Insurance** shown above.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: Blanket Where Required by Written Contract, Agreement, or Certificate of Insurance that the terms of CG 20 10 11 85 apply

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

CG 20 10 11 85 Copyright, Insurance Services Office, Inc., 1984

- j. The insurance provided by this endorsement does not apply to any premises or work for which the person or organization is specifically listed as an additional insured on another endorsement attached to this policy.